



**1. Introduction** Welcome to the Beephish website. This Terms of Use document governs the access and use of our website and the services offered by Beephish. By accessing or using our website, you agree to comply with and be bound by these Terms of Use. If you do not agree with any part of these terms, please do not use our website or services.

**2. Description of Services** Beephish is a Software as a Service (SaaS) platform specializing in information security, offering training, awareness campaigns, and phishing tests for companies. Our services are designed to help organizations strengthen their cybersecurity practices and protect their data against digital threats.

**2.1. Training** We offer a variety of customized training programs to meet the specific needs of each client, covering topics such as information security, safe internet browsing practices, and identification of phishing attempts.

**2.2. Awareness Campaigns** Our campaigns are developed to increase employee awareness about the importance of information security and best practices for protecting sensitive data.

**2.3. Phishing Tests** We conduct simulated phishing tests to assess employee readiness and identify areas that require improvement in terms of security.

## 3. Use of the Site and Services

**3.1. Eligibility** To use our website and services, you must be at least 18 years old or the legal age in your jurisdiction. By using our services, you represent and warrant that you have the legal capacity to enter into this agreement.

**3.2. User Account** To access certain services, you may be required to create a user account. You are responsible for maintaining the confidentiality of your account information, including your password, and for all activities that occur under your account.

3.3. Restrictions on Use You agree not to use the website or services to:

- Transmit any content that is illegal, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable.
- Violate any applicable local, state, national, or international law.
- Transmit any material that infringes intellectual property rights or other proprietary rights of third parties.
- Introduce viruses, trojans, worms, logic bombs, or other malicious or technologically harmful material.

**4. Intellectual Property** All content available on the website, including, without limitation, text, graphics, logos, icons, images, audio clips, digital downloads, and data

TERMS OF USE



compilations, is the property of Beephish or its content suppliers and is protected by copyright laws and other intellectual property laws of Brazil.

**4.1. Trademarks** The trademarks, logos, and service marks displayed on the website are the property of Beephish or third parties. You are not authorized to use these marks without the prior written consent of Beephish or such third parties that may own the marks.

## 5. Privacy

**5.1. Data Collection** Beephish is committed to protecting the privacy of its users. The information collected through our website is used to provide and improve our services. For more details, please refer to our Privacy Policy available on our website.

**5.2.** Use of Data The personal information collected may be used for communication with you, content personalization, and improvement of our services. We will not share your personal information with third parties without your consent, except as required by law.

**6. Limitation of Liability** Beephish shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages resulting from the use or inability to use the website or services, including, without limitation, loss of profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if Beephish has been expressly advised of the possibility of such damages.

## 7. Modifications to the Terms

**7.1. Changes** Beephish reserves the right to modify these Terms of Use at any time. Any changes will be posted on this page, and the revision date will be updated. It is your responsibility to review these Terms of Use periodically to stay informed of any changes.

**7.2. Acceptance of Changes** Your continued use of the website after the posting of changes to the Terms of Use will constitute your acceptance of the changes.

**8. Governing Law and Jurisdiction** These Terms of Use are governed by the laws of the Federative Republic of Brazil. Any dispute arising from or related to these Terms of Use shall be submitted to the exclusive jurisdiction of the Brazilian courts, located in the city of São Paulo, SP.

## 9. General Provisions

**9.1. Entire Agreement** These Terms of Use constitute the entire agreement between you and Beephish regarding the use of the website and services, superseding any prior agreements.



TERMS OF USE

**9.2. Waiver** The failure of Beephish to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision.

**9.3.** Severability If any provision of these Terms of Use is found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**10. Contact** If you have any questions or concerns about these Terms of Use, please contact us at <u>contato@beephish.com</u>.